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CRIMINAL LAW—PRESUMPTIONS—*STATE v. SOPER*, 49 S. W. 1007 (Mo.).—Where one is charged with the murder of his wife, there is no additional presumption of innocence because of the marital relations between him and his wife. *Leabo's Case*, 84 Mo. 168, criticised.

CUSTOMS DUTIES—VALUATION—*AMERICAN SUGAR REFINING CO. v. U. S.*, 91 Fed. 646.—Section 10, Customs Act, 1890, provides appraisers shall ascertain the actual market value and wholesale price of the merchandise, at the time of exportation to the United States, in the principal markets of the country whence the same has been imported. Certain sugars imported from Brazil lose from 14 to 16 per cent. in weight by drainage during the voyage, but the market price is increased in proportion to the loss of weight. *Held*, that the valuation on the cargo actually received may be increased in this proportion.

DAMAGES—INJURY TO LOCOMOTIVE ENGINEER—*CROUSE v. CHICAGO & N. W. RY. CO.*, 78 N. W. (Wis.) 446.—In an action for personal injuries, *held*, that plaintiff can recover as damages the services rendered him by his wife in nursing him.

DEED—CONSTRUCTION—BUILDING RESTRICTIONS—*SONN v. HEILBERG*, 56 N. Y. Supp. 341.—A deed contained a covenant "not to erect any building * * * less than three stories in height, and the same to be in every way adapted for use as a family residence." *Held*, that the covenant was not broken by the erection of an apartment house. *Bartlett and Woodward, J. J.*, dissenting.

HUSBAND AND WIFE—CONVEYANCE TO WIFE—RESCISSION—FRAUD—EQUITABLE RELIEF—*BASYE v. BASYE*, 52 N. E. Rep. 797 (Ind.).—A wife fraudulently procured a voluntary conveyance from her husband by shamming affection for him and promising to be a dutiful wife, but intending to abandon him and procure a divorce as soon as the conveyance was made. *Held*, that the conveyance would be set aside for fraud, since her promises as to future conduct and representation as to her affection were representations of present facts, and not merely unfulfilled promises.

INSOLVENT NATIONAL BANKS—DIVIDENDS TO SECURED CREDITORS—*MERRILL v. NATIONAL BANK*, 19 Sup. Ct. Rep. 360.—A secured creditor of an insolvent national bank may prove and receive dividends upon the face of his claim as it stood at the time of the declaration of insolvency, without crediting either his collaterals or collections made therefrom after such declaration, subject always to the proviso that dividends must cease when, from them and from collaterals realized, the claim has been paid in full. *White, J.*, vigorously dissents (after an exhaustive review of American and English bankruptcy acts and cases thereon), maintaining that this result is against the purpose of the Act of June 30, 1876 (19 Stat. 63, c. 156), and in particular against § 5236 thereof, requiring the comptroller to make a "ratable dividend" on recognized claims out of assets in the receiver's hands. *Harlan, McKenna, and Gray* concurring.

LIFE TENANT—DESTRUCTION OF PROPERTY—INSURANCE—*SAMPSON ET UX. v. GROGAN*, 42 Atl. Rep. 712 (R. I.).—A will devised a house and lot to one for life, the devisee to keep the same in repair. The house was com-